

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Application of: Lene Moller

Confirmation No.: 9900

Serial No.: 10/587,767

Art Unit: 1656

Filed: October 17, 2006

Examiner: Marsha M. Tsay

For: Haemostatic Sprays and Compositions

**POWER OF ATTORNEY BY ASSIGNEE  
AND EXCLUSION OF INVENTOR(S) UNDER 37 C.F.R. 3.71(b)(1)  
WITH STATEMENT UNDER 37 C.F.R. 3.73(b)**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

The undersigned assignee of the entire interest in the above-identified subject application hereby appoints Practitioners at Customer Number 65989 (King & Spalding), whose address is 1185 Avenue of the Americas, New York, New York, 10036 as its attorneys to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith, said appointment to be to the exclusion of the inventors and their attorneys in accordance with the provisions of 37 C.F.R. 3.71(b)(1).

Please direct all correspondence for this application to Customer no. 65989.

**Statement Under 37 C.F.R. 3.73(b)**

**Ferrosan Medical Devices A/S state that they are:**

- the assignees of the entire right, title, and interest; or  
 an assignee of less than the entire right, title and interest.  
The extent (by, percentage) of its ownership interest is %

in the patent application/patent identified above by virtue of either:

- An assignment from the inventors of the patent application/patent identified above, for which a copy thereof is attached.

OR

- A chain of title from the inventor(s), of the patent application/patent identified

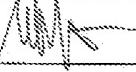
above, to the current assignee as shown below:

1. An assignment from the inventors to Ferrosan A/S was recorded in the United States Patent and Trademark Office on March 14, 2007 at Reel: 019011, Frame: 0423;
2. An assignment from Ferrosan A/S to Ferrosan Medical Devices A/S is attached hereto and being concurrently recorded in the USPTO Assignment Division.

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

**ASSIGNEE: FERROSAN MEDICAL DEVICES A/S**

Date: 04.12.2010

Signature: 

Name: HENRIK KROIS

Position: CEO, MANAGING DIRECTOR

## ASSIGNMENT

WHEREAS, Ferrosan A/S, a corporation organized and existing under the laws of Denmark, having a principal place of business at Sydmarken 5, DK-2860 Soeborg, Denmark ("ASSIGNOR"), previously acquired the entire right, title and interest in, to and under the inventions and in, to and under Letters Patent or similar legal protection obtained or to be obtained therefor in the United States and in any and all foreign countries, as set forth on the attached Schedule A, and including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future applications to such inventions that may be filed in any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the Patent Cooperation Treaty, United States provisional patent applications, certificates of addition, utility models, and petty patents (collectively the "PATENT RIGHTS");

WHEREAS, Ferrosan Medical Devices A/S, a corporation organized and existing under the laws of Denmark, having a principal place of business at Sydmarken 5, DK-2860 Soeborg, Denmark ("ASSIGNEE") is desirous of acquiring all right, title and interest in said PATENT RIGHTS;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

ASSIGNOR hereby sells, assigns, transfers and sets over unto ASSIGNEE, its successors, legal representatives, and assigns, ASSIGNOR's entire right, title and interest in, to and under the PATENT RIGHTS, supplementary protection certificates related to the PATENT RIGHTS, and any related patent term extensions which may be granted for the PATENT

RIGHTS; all of the above to be held and enjoyed by the ASSIGNEE for its own use and enjoyment to the full end of the term or terms for which such PATENT RIGHTS and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this Assignment and sale to ASSIGNEE not been made;

ASSIGNOR hereby further sells, assigns, transfers and sets over unto ASSIGNEE, its successors, legal representatives, and assigns, ASSIGNOR's right under the PATENT RIGHTS to sue for past infringement;

ASSIGNOR hereby further covenants that ASSIGNOR has full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

AND ASSIGNOR hereby further covenants and agrees that ASSIGNOR will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to ASSIGNOR respecting said PATENT RIGHTS, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to said PATENT RIGHTS in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of said PATENT RIGHTS or disclaimers relating thereto, or divisions, continuations, or refilings thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, ASSIGNOR will, at any time, when called up to do so by the ASSIGNEE, its successors, legal representatives, or assigns sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives

and assigns, to obtain and enforce proper patent protection for said PATENT RIGHTS in all countries, and without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officers, at SØEBORG, DENMARK, this 9 day of DECEMBER, 2010.

**ASSIGNOR:**

By: \_\_\_\_\_

Name: Ola Erici  
Title: CEO, Ferrosan A/S

**ASSIGNEE:**

By: \_\_\_\_\_

Name: Henrik Kreis  
Title: CEO, Managing Director,  
Ferrosan Medical Devices A/S

SCHEDULE A

PATENT RIGHTS

<u>Patent Application No.</u>	<u>Title</u>	<u>Country</u>
12/519,548	Wound or Tissue Dressing Comprising Lactic Acid Bacteria	United States
10/562,831	Haemostatic Composition Comprising Hyaluronic Acid	United States
10/587,767	Haemostatic Sprays and Compositions	United States
10/538,918	Gelatine-Based Materials as Swabs	United States
10/326,080	Haemostatic kit, a Method of Preparing a Haemostatic Agent and a Method of Promoting Haemostasis	United States